

BOXWOOD TOURS *Quality Garden Holidays*

BOOKING CONDITIONS

Your contract for your holiday is with Boxwood Tours Ltd, a private limited company registered in Cardiff, company number 7383514, and whose office is at Rhiw, Llanbedr, Gwynedd LL45 2NT ("we", "us", "our"). This contract is made on the terms of these Booking Conditions, which are governed by English Law, and the jurisdiction of the English Courts. You may however, choose the law and jurisdiction of Scotland or Northern Ireland if you wish to do so.

By making a booking, the first named person on the booking agrees on behalf of all persons detailed on the booking that:

- he/she has read these Booking Conditions and has the authority to and does agree to be bound by them;
- he/she consents to our use of information personal data in accordance with our Privacy Policy and is authorised on behalf of all persons named on the booking to disclose their personal details to us, including where applicable special categories of data (such as information on health conditions or disabilities and dietary requirements);
- he/she is over 18 years of age and where placing an order for services with age restrictions declares that he/she and all members of the party are of the appropriate age to purchase those services;
- he/she accepts financial responsibility for payment of the booking on behalf of all persons detailed on the booking.

YOUR FINANCIAL PROTECTION

For tours including flights: We provide financial security for flight-inclusive packages and ATOL protected flights by way of our Air Travel Organiser's Licence number 9830, issued by the Civil Aviation Authority, Gatwick Airport South, West Sussex, RH6 0YR, UK, telephone 0333 103 6350, email: claims@caa.co.uk

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong. For further information, visit the ATOL website at www.atol.org.uk. The price of our flight inclusive arrangements includes the amount of £2.50 per person as part of the ATOL Protection Contribution (APC) we pay to the CAA. This charge is included in our advertised prices. Not all holiday or travel services offered and sold by us will be protected by the ATOL Scheme. ATOL protection extends primarily to customers who book and pay in the United Kingdom and European Economic Area (EEA)

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

For tours not including flights: When you buy a package holiday from us which does not include a flight, the money paid to us by you for your holiday will be protected for the package purchased by way of an insurance policy arranged by Towergate Chapman Stevens and held with Zurich Insurance PLC and we will issue a **Financial Failure Certificate**. In the unlikely event of our insolvency prior to your holiday you will receive a refund of monies paid to us for your package holiday, or if you have already started your holiday then you will be able to complete your package holiday or the policy will arrange for your repatriation, if this is not possible.

In the unlikely event of our insolvency you must inform Towergate Chapman Stevens immediately on +44 (0)1932

334 140 or by email at tcs@towergate.co.uk. Please ensure you retain the booking confirmation form as evidence of cover and value.

ABTA

We are a Member of ABTA, membership number Y6191. We are obliged to maintain a high standard of service to you by ABTA's Code of Conduct. We can also offer you ABTA's scheme for the resolution of disputes which is approved by the Chartered Trading Standards Institute. If we can't resolve your complaint, go to www.abta.com to use ABTA's simple procedure. Further information on the Code and ABTA's assistance in resolving disputes can be found on www.abta.com

1. YOU PAY A DEPOSIT

When booking a holiday, you (as 'Party Leader') must sign a Booking Form accepting on behalf of your party the terms of these Booking Conditions and pay a deposit of £250 per person per holiday, unless otherwise notified to you at the time of booking.

2. YOU PAY THE BALANCE

Within 3 weeks from making your booking with us, you will receive a Booking Confirmation Invoice which will show the balance of the holiday cost which you must pay us not less than 10 weeks before the departure date. A binding contract will come into existence between you and us as soon as we have issued you with this Booking Confirmation Invoice. If you have made your holiday booking within 10 weeks of departure, the full holiday price is immediately payable at the time of booking.

3. IF YOU CANCEL

3.1 Cancellation before departure:

You or any member of your party may cancel your holiday at any time provided that the cancellation is made by the Party Leader signing the Booking Form and is communicated to us in writing at our office address above. As cancellation by you in this manner incurs administration costs, you will have to pay the applicable cancellation charges up to the maximum shown below:

Period before departure within which written cancellation is received.

Amount of cancellation charge as % of holiday price

More than 70 days	Loss of deposit
70-42 days	30%
41-29 days	60%
28-15 days	90%
14-0 days	100%

Please note that if the reason for your cancellation is covered under the terms of your insurance policy, then you may be able to reclaim these charges.

3.2 Cancellation due to Unavoidable & Extraordinary Circumstances:

You have the right to cancel your confirmed holiday before departure without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at your holiday destination or its immediate vicinity and significantly affecting the performance of the holiday or significantly affecting the transport arrangements to the destination. In these circumstances, we shall provide you with a full refund of the monies you have paid but we will not be liable to pay you any additional compensation. Please note that your right to cancel in these circumstances will only apply where the Foreign and Commonwealth Office advises against travel to your destination or its immediate vicinity. For the purposes of this clause, "unavoidable and extraordinary circumstances" means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination

4. IF YOU CHANGE YOUR HOLIDAY

4.1 If, after our Holiday Confirmation Invoice has been issued (this document will be provided to you once you have paid the final balance of your chosen arrangement), you wish to change your travel arrangements in any way, for example your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible. Any request for changes to be made must be in writing from the Party Leader who made the booking. Where we can meet a request, all changes will be subject to payment of any costs and charges incurred by us and/or incurred or imposed by any of our suppliers in making this change. You should be aware that these costs could increase the closer to the departure date that changes are made and you should contact us as soon as possible. Note: Certain travel arrangements (e.g. for flights) may not be changeable after a reservation has been made and any alteration request could incur a cancellation charge of up to 100% of that part of the arrangements.

4.2 If you are prevented from travelling on the holiday you booked by genuine circumstances (e.g. insurable risks or other circumstances beyond your control), you may transfer your booking to another person, subject to the following

conditions:

- that person is introduced by you and satisfies all the conditions applicable to the holiday;
 - we are notified not less than 7 days before departure;
 - you pay any outstanding balance payment as well as any additional fees, charges or other costs arising from the transfer; and
 - the transferee agrees to these booking conditions and all other terms of the contract between us
- 4.3 If the suppliers relating to the holiday booking do not accept a transfer of the name to another person, then such request to transfer will be deemed to be a cancellation of the holiday and be subject to the cancellation provisions at Clause 3 above. If the transfer is allowed, then any extra charges levied by suppliers will apply. Bookings may not be transferred to another person in any other circumstance. In the event of you transferring your booking to another person, you are jointly and severally liable for payment of the holiday price and other associated expenses. The person to whom the booking is transferred must agree to be bound by these Booking Conditions.

5. IF WE CHANGE OR CANCEL YOUR HOLIDAY

5.1 Whilst we aim to keep to the itineraries booked as closely as possible to that listed, it is sometimes necessary in the interests of our customers to vary the itinerary, or overnight hotels, or make other changes to your holiday. Occasionally, we may have to make changes and we reserve the right to do so at any time. Most of these changes will be insignificant and we will make reasonable efforts to inform you of the change as soon as reasonably possible if there is time before your departure but we will have no liability to you. Examples of insignificant changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same or higher standard, changes of carriers.

5.2 Occasionally we may have to make a significant change to your confirmed arrangements. Examples of "significant changes" include the following, when made before departure:

- A change of accommodation area for the whole or a significant part of your time away.
- A change of accommodation to that of a lower standard or classification for the whole or a significant part of your time away.
- A change of outward departure time or overall length of your arrangements by more than 12 hours.
- A significant change to your itinerary, missing out one or more destination entirely

5.3 We will not cancel your travel arrangements less than 49 days before your departure date, except for reasons of force majeure or failure by you to pay the final balance. We may cancel your holiday before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached.

5.4 If we have to make a significant change or cancel, we will tell you as soon as possible and if there is time to do so before departure, we will offer you the choice of:

- (for significant changes) accepting the changed arrangements; or
- having a refund of all monies paid; or
- accepting an offer of alternative travel arrangements of a comparable or higher standard from us, if available (at no extra cost); or
- if available, accepting an offer of alternative arrangements of a lower standard, with a refund of the price difference between the original arrangements and the alternative arrangements.

5.5 You must notify us of your choice within 7 days of our offer. If we do not hear from you within 7 days, we will contact you again to request notification of your choice. If you fail to respond again, we will assume that you have chosen to accept the change or alternative booking arrangements.

5.6 In addition to a full refund of all monies paid by you, we will pay you compensation as detailed below, in the following circumstances:

- If, where we make a significant change, you do not accept the changed arrangements and cancel your booking;
- If we cancel your booking and no alternative arrangements are available.

Period before departure within which we notify you & Amount you will receive from us

70-42 days	10%
41-29 days	15%
28-15 days	20%
14-0 days	25%

The compensation that we offer does not exclude you from claiming more if you are entitled to do so.

***IMPORTANT NOTE:** We will not pay you compensation in the following circumstances:

- where we make an insignificant change;
- where we make a significant change or cancel

- your arrangements more than 49 days before departure;
- (c) where we make a significant change and you accept those changed arrangements or you accept an offer of alternative travel arrangements;
 - (d) where we have to cancel your arrangements as a result of your failure to make full payment on time;
 - (e) where the change or cancellation by us arises out of alterations to the confirmed booking requested by you;
 - (f) where we are forced to cancel or change your arrangements due to Force Majeure (see clause 6).
- 5.7 If we become unable to provide a significant proportion of the arrangements that you have booked with us after you have departed, we will, if possible, make alternative arrangements for you at no extra charge and where those alternative arrangements are of a lower standard, provide you with an appropriate price reduction.

6. FORCE MAJEURE

6.1 Except where otherwise expressly stated in these Booking Conditions we will not be liable or pay you compensation if our contractual obligations to you are affected by "Force Majeure". For the purposes of these Booking Conditions, Force Majeure means any event beyond our or our supplier's control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, any event which we or the supplier(s) of the service(s) in question could not, even with all due care, foresee or avoid. These events can include, but are not limited to war, threat of war, civil strife terrorist activity and its consequences or the threat of such activity, riot, the act of any government or other national or local authority including port or river authorities, industrial dispute, labour strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, and adverse weather conditions, epidemics and pandemics, unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control. Advice from the Foreign Office to avoid or leave a particular country may constitute Force Majeure.

7. OUR LIABILITIES & RESPONSIBILITIES TO YOU

- 7.1 We will accept responsibility for the arrangements we agree to provide or arrange for you as an "organiser" under the Package Travel and Linked Travel Arrangements Regulations 2018, as set out below and as such, we are responsible for the proper provision of all travel services included in your package, as set out in your confirmation invoice. Subject to these Booking Conditions, if we or our suppliers negligently perform or arrange those services and we don't remedy or resolve your complaint within a reasonable period of time, and this has affected the enjoyment of your package holiday you may be entitled to an appropriate price reduction or compensation or both. **You must inform us without undue delay of any failure to perform or improper performance of the travel services included in this package.** The level of any such price reduction or compensation will be calculated taking into consideration all relevant factors such as but not limited to: following the complaints procedure as described in these Booking Conditions and the extent to which ours or our employees' or suppliers' negligence affected the overall enjoyment of your holiday. Please note that it is your responsibility to show that we or our supplier(s) have been negligent if you wish to make a claim against us.
- 7.2 We will not be responsible or pay you compensation for any injury, illness, death, loss, damage, expense, cost or other claim of any description if it results from:
- (i) the acts and/or omissions of the person affected; or
 - (ii) the acts and/or omissions of a third party unconnected with the provision of the services contracted for and which were unavoidable and extraordinary; or
 - (iii) Force Majeure (as defined in clause 6).
- 7.3 **We limit the amount of compensation we may have to pay you if we are found liable under this clause:**
- (i) **loss of and/or damage to any luggage or personal possessions and money:** the maximum amount we will have to pay you in respect of these claims is an amount equivalent to the excess on your insurance policy which applies to this type of loss per person in total because you are required to have adequate insurance in place to cover any losses of this kind.
 - (ii) **Claims not falling under (i) above and which don't involve injury, illness or death:** the maximum amount we will have to pay you in respect of these claims is up to three times the price paid by or on behalf of the person(s) affected in total. This

maximum amount will only be payable where everything has gone wrong and you or your party has not received any benefit at all from your booking.

(iii) Claims in respect of international travel by air, sea and rail, or any stay in a hotel:

- (a) The extent of our liability will in all cases be limited as if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to hotel arrangements). You can ask for copies of these Conventions from our offices. Please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. You acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.
 - (b) In any circumstances in which a carrier is liable to you by virtue of the Denied Boarding Regulation 2004, any liability we may have to you under our contract with you, arising out of the same facts, is limited to the remedies provided under the Regulation as if (for this purpose only) we were a carrier.
 - (c) When making any payment, we are entitled to deduct any money which you have received or are entitled to receive from the transport provider or hotelier for the complaint or claim in question
- 7.4 It is a condition of our acceptance of liability under this clause that you notify any claim to us and our supplier(s) strictly in accordance with the complaints procedure set out in these conditions.
- 7.5 Where any payment is made, the person(s) receiving it (and their parent or guardian if under 18 years) must also assign to us or our insurers any rights they may have to pursue any third party and must provide ourselves and our insurers with all assistance we may reasonably require.
- 7.6 Please note, we cannot accept any liability for any damage, loss or expense or other sum(s) of any description which (i) on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you; or (ii) relate to any business.
- 7.7 We will not accept responsibility for services or facilities which do not form part of our agreement or where they are not advertised in our brochure. For example, any excursion you book whilst away, or any service or facility which your hotel or any other supplier agrees to provide for you.
- 7.8 Where it is impossible for you to return to your departure point as per the agreed return date of your package, due to "unavoidable and extraordinary circumstances", we shall provide you with any necessary accommodation (where possible, of a comparable standard) for a period not exceeding three nights per person. Please note that the 3 night cap does not apply to persons with reduced mobility, pregnant women or unaccompanied minors, nor to persons needing specific medical assistance, provided we have been notified of these particular needs at least 48 hours before the start of your holiday. For the purposes of this clause, "unavoidable and extraordinary circumstances" mean warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely back to your departure point
- ## 8. COMPLAINTS
- 8.1 We make every effort to ensure that your holiday arrangements run smoothly but if you do have a problem during your holiday, you must inform your tour leader immediately who will endeavor to put things right, you will find your tour leader's mobile number in your customer travel pack.
- 8.2 If the problem cannot be resolved and you wish to complain further, you must send formal written notice of your complaint to us at our office within 28 days of the end of your stay, giving your booking reference and all other relevant information. Please keep your letter concise and to the point. This will assist us to quickly identify your concerns and speed up our response to you. Failure to follow the procedure set out in this clause may affect ours and the applicable supplier's ability to investigate your complaint, and will affect your rights under this contract.
- 8.3 Please note that we offer an Alternative Dispute Resolution service through our ABTA membership. Please see the first section of these Terms and Conditions for further details.
- 8.4 You can also access the European Commission Online Dispute (ODR) Resolution (ODR) platform at <http://ec.europa.eu/consumers/odr/>.
- ## 9. RIGHTS OF REFUSAL
- We must point out that we reserve the unconditional right to refuse a booking for any reason. Please also note that

some of the gardens or other attractions that you may visit as part of your itinerary, require a lot of walking and are unsuitable for wheelchair users or those who need aids to walking. We ask you to let us know of any difficulties you may have in being able to walk unaided and reserve the right to refuse your booking if we feel that a particular tour is unsuitable for the purposes of being able to enjoy the features of the holiday itself.

10. FAILURE TO DISCLOSE INFORMATION

We reserve the right to cancel your holiday if the information given in your Booking Form is found to be inaccurate or misleading in any way.

11. PROMPT ASSISTANCE

If, whilst you are on holiday, you find yourself in difficulty for any reason, we will offer you such prompt assistance as is appropriate in the circumstances. In particular, we will provide you with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where you require assistance which is not owing to any failure by us, our employees or sub-contractors we will not be liable for the costs of any alternative travel arrangements or other such assistance you require. Any supplier, airline or other transport supplier may however pay for or provide refreshments and/or appropriate accommodation and you should make a claim directly to them. Subject to the other terms of these Booking Conditions, we will not be liable for any costs, fees or charges you incur in the above circumstances, if you fail to obtain our prior authorisation before making your own travel arrangements. Furthermore, we reserve the right to charge you a fee for our assistance in the event that the difficulty is caused intentionally by you or a member of your party, or otherwise through your or your party's negligence

12. INSURANCE

Adequate travel insurance is a condition of your contract with us. You must be satisfied that your insurance fully covers all your personal requirements including pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the event of accident or illness. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available.

13. EXCURSIONS

Excursions or other tours that you may choose to book or pay for whilst you are on holiday are not part of your package holiday provided by us. For any such excursion or tour that you book, your contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of such excursion or tour or for anything that happens during the course of its provision by the operator.

14. PRICE VARIATION

The price of your holiday is fully guaranteed and will not be subject to any surcharges.

15. DELAYS AND OTHER TRAVEL INFORMATION

- 15.1 Under EU Law, you have rights in some circumstances to refunds and/or compensation from the airline in cases of denied boarding, cancellation or delay to flights. Full details of these rights will be publicised at EU airports and will also be available from airlines. If the airline does not comply with these rules you should complain to the Civil Aviation Authority at www.caa.co.uk/passengers. Reimbursement in such cases is the responsibility of the airline and will not automatically entitle you to a refund of your holiday price from us. If, for any reason, you do not claim against the airline and make a claim for compensation from us, you must, at the time of payment of any compensation to you, make a complete assignment to us of the rights you have against the airline in relation to the claim that gives rise to that compensation payment. A delay or cancellation to your flight does not automatically entitle you to cancel any other arrangements even where those arrangements have been made in conjunction with your flight.
- 15.2 The carrier(s), flight timings and types of aircraft shown in this brochure or on our website and detailed on your confirmation invoice are for guidance only and are subject to alteration and confirmation. We shall inform you of the identity of the actual carrier(s) as soon as we become aware of it. The latest flight timings will be shown on your tickets which will be despatched to you approximately two weeks before departure. You should check your tickets very carefully immediately on receipt to ensure you have the correct flight times. If flight times change after tickets have been despatched we will contact you as soon as we can to let you know.
- 15.3 Please note the existence of a "Community list" (available for inspection at: https://ec.europa.eu/transport/modes/air/safety/air-ban_en) detailing air carriers that are subject to an operating ban with the EU Community.